## Case 19-60397-6-dd Doc 10 Filed 06/06/19 Entered 06/06/19 13:03:52 Desc Main Document Page 1 of 5

Fill in this information to identify your case:						
Debtor 1	Raymond E. Secor					
Debioi i	First Name	Middle Name	Last Name			
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name			
United States	Bankruptcy Court for	the: Northern District of	New York			
Case number (lf known)	19-60397					

### Official Form 427

### **Cover Sheet for Reaffirmation Agreement**

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

P	art 1: Explain the Re	payment Terms of the Reaffirmation Agreement	
1.	Who is the creditor?	Performance Finance Name of the creditor	-
2.	How much is the debt?	On the date that the bankruptcy case is filed \$ 3,360.97	
		To be paid under the reaffirmation agreement \$ 3,360.97	
		\$86.55 per month for 48 months (if fixed interest rate)	
3.	What is the Annual Percentage Rate (APR) of interest? (See	Before the bankruptcy case was filed	
	Bankruptcy Code § 524(k)(3)(E).)	Under the reaffirmation agreement 10.79 % Fixed rate Adjustable rate	
4.	Does collateral secure the debt?	□ No □ Yes. Describe the collateral. 2005 Victory motorcycle	-
		Current market value \$	
5.	Does the creditor assert that the debt is nondischargeable?	□ No □ Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable	١.,
6.	Using information from Schedule I: Your Income	Income and expenses reported on Schedules I and J Income and expenses stated on the reaffirmation agreement	
(Offi Sch Exp	(Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	6a. Combined monthly income from \$ \( \frac{\partial 003.04}{\partial 6e} \) Monthly income from all sources after payroll deductions \$ \( \frac{\partial 003.04}{\partial 6e} \)	<u>5</u>
		6b. Monthly expenses from line 22c of \$\frac{1930.00}{\$\text{Schedule J}}\$ 6f. Monthly expenses \$-\\$\frac{1930.00}{\$\text{Schedule J}}\$	_
		6c. Monthly payments on all reaffirmed debts not listed on Schedule J 6g. Monthly payments on all reaffirmed debts not included in monthly expenses	_
		6d. Scheduled net monthly income \$ 13.04 6h. Present net monthly income \$ 73.04	Ĺ
		Subtract lines 6b and 6c from 6a.  If the total is less than 0, put the number in brackets.  Subtract lines 6f and 6g from 6e.  If the total is less than 0, put the number in brackets.	
1		.000	

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D	ebtor 1 Raymond E	E. Seco	Cast	e number (if known) 19-60397
	riisi Naille - iwu	uie Ivaille	Lost valle	.\$
7.	Are the income amounts on lines 6a and 6e different?	No Yes.	Explain why they are different and complete line 10	3
8.	Are the expense amounts on lines 6b and 6f different?	No Yes.	Explain why they are different and complete line 10	
9.	Is the net monthly income in line 6h less than 0?	No Yes.	A presumption of hardship arises (unless the creditor is Explain how the debtor will make monthly payments or Complete line 10.	s a credit union).
				,
10	Debtor's certification about lines 7-9	ann an Administrative Company (agent 1, 2) ann Administrative Company (agent 1, 2) ann Administrative Company	I certify that each explanation on lines 7-9 is true and o	correct.
	If any answer on lines 7-9 is Yes, the debtor must sign here.		Contract of the second	X
	If all the answers on lines 7-9 are No, go to line 11.		Signáture of Debtor 1	Signature of Debtor 2 (Spouse Only in a Joint Case)
11	Did an attorney represent the debtor in negotiating the reaffirmation agreement?	⊡ No ⊡ Yes.	Has the attorney executed a declaration or an affidavit t □ 116 □ Yes	o support the reaffirmation agreement?
G	art 2: Sign Here			
	Vhoever fills out this form nust sign here.		nat the attached agreement is a true and correct copentified on this Cover Sheet for Reaffirmation Agree	
		<b>x</b>	Jennifer Marshall	Date 04/21/2019
		Signati	ire //	MM / DD / YYYY
		Jenn Printed	ifer Marshall Name	
		Chec	k one:	ÿ
			Dalutar an Dalutaria Attangan	
			Debtor or Debtor's Attorney Creditor or Creditor's Attorney	

Form 2400A (12/15)

Check one.	
Presumption of Undue Hardship	
No Presumption of Undue Hardship	
See Debtor's Statement in Support of Reaffirma	tion,
Part II below, to determine which box to check.	

### UNITED STATES BANKRUPTCY COURT

Northern District of New York		· ·
Northern District of New York		,\ 
Raymond E. Secor In re,	Case No.	19-60397
In re,  Debtor	Chantan	 <b>7</b>
	Chapter	7
REAFFIRMATION DOCUMENTS		
Name of Creditor: Performance Finance		**************************************
Check this box if Creditor is a Credit Union		el .
PART I. REAFFIRMATION AGREEMENT		a a
Reaffirming a debt is a serious financial decision. Before entering into this R Agreement, you must review the important disclosures, instructions, and defit this form.		
A. Brief description of the original agreement being reaffirmed: Motorcycle loan		)
For exa	mple, auto loa	in .
B. <i>AMOUNT REAFFIRMED</i> : \$3,360.97		
The Amount Reaffirmed is the entire amount that you are agreeing to pay unpaid principal, interest, and fees and costs (if any) arising on or before which is the date of the Disclosure Statement portion of this form (Part V)	03/11/2	
See the definition of "Amount Reaffirmed" in Part $V$ , Section $C$ below.		
C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed i	s <u>10.790</u>	<u>00 </u> %.
See definition of "Annual Percentage Rate" in Part V, Section C below.		\$ \$
This is a (check one)   Fixed rate		40)
If the loan has a variable rate, the future interest rate may increase or decrease from disclosed here.	m the Anni	ual Percentage Rate

Form 2400A, Reaffirmation Documents

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D. Reaffirmation Agree	ement Repayment	Terms (check and co	omplete one):		•
<b>√</b> \$ <u>86.55</u>	per month for _	48 months	starting on 04/12	2/2019	
	repayment terms, Il payment amount		r future payment a	amount(s) may	be different from
					Å.
m	1.10	4. 1.14.			1
E. Describe the collater	ral, if any, securing	g the debt:			
Descript Current	ion: Market Value	2005 Victory me \$	otorcycle		
F. Did the debt that is b	eing reaffirmed ar	rise from the purch	ase of the collate	ral described a	bove?
✓ Yes. What w	vas the purchase pr	rice for the collate	ral? \$_		5,827.27
No. What w	vas the amount of t	he original loan?	\$_		
G. Specify the changes debt and any related agr		ffirmation Agreen	ent to the most re	ecent credit tern	ns on the reaffirmed
		ns as of the of Bankruptcy	Terms Af Reaffirma		O.
Balance due (ind fees and costs) Annual Percenta Monthly Payme	\$ age Rate	3,360.97 10.7900_% 86.55	\$10.790 \$85.5		
this Reaffirmation	If the creditor is agon Agreement. De	escribe the credit l	imit, the Annual I	Percentage Rate	
					3*
					ğ
PART II. DEBTO	R'S STATEME	ENT IN SUPPO	RT OF REAFF	IRMATION	AGREEMENT
A. Were you represente	d by an attorney d	uring the course o	f negotiating this	agreement?	
Check one.	Yes N	o			
B. Is the creditor a cred	it union?				1
Check one.	Yes N	o			

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### PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

Ι	here	by	certify	that:
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- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below:
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

. , ,	· ·	•	•	•		0 ,
Date <u>5/6/19</u>	Signature	600		Debtor	y group.	
Date	Signature			Debioi		
			Join	t Debtor, if any		*
Reaffirmation Agreeme	ent Terms Accep	ted by C	redito	r:		
Creditor Performance Fin	ance	1050	9 Profe	essional Circle.	Su 202,	Reno, NV 895∶
Print I		_		Address		
Jennifer Marshall		g	nnij	fer Marsh	all	04/21/2019
Print Name of I						

### PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date  $\frac{5/8/19}{8}$  Signature of Debtor's Attorney